

VIRGINIA DEPARTMENT OF EDUCATION



Memorandum of Understanding

between

The Virginia Department of Education

and

Name of Local Educational Agency

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to implementation of certain requirements related to the Elementary and Secondary Act of 1965 Flexibility Waiver as approved by the U.S. Department of Education (USED).

The U.S. Department of Education offered each State educational agency (SEA) the opportunity to request flexibility on behalf of itself, its local educational agencies (LEAs), and its schools, in order to better focus on improving student learning and increasing the quality of instruction. This voluntary opportunity will provide educators and State and local leaders with flexibility regarding specific requirements of the No Child Left Behind Act of 2001 (NCLB) in exchange for rigorous and comprehensive State-developed plans designed to improve educational outcomes for all students, close achievement gaps, increase equity, and improve the quality of instruction. This flexibility is intended to build on and support the significant State and local reform efforts already underway in critical areas such as transitioning to college- and career-ready standards and assessments; developing systems of differentiated recognition, accountability, and support; and evaluating and supporting teacher and principal effectiveness.

The Elementary and Secondary Education Act of 1965 (ESEA) Flexibility Waiver is intended to waive, with certain exceptions, any statutory or regulatory requirement of the ESEA for an SEA that receives funds under a program authorized by the ESEA. Under this flexibility, the USED has granted a waiver to the Virginia Department of Education (VDOE) through the 2013-2014 school year, after which time an extension of this flexibility may be requested.

To support this goal, the **VDOE** and the **LEA** will comply with all requirements contained herein regarding educational institutions identified as *focus schools* per the following definition included in the approved ESEA Flexibility Waiver for the Virginia Department of Education:

For accountability purposes, 10% of the state's total Title I schools with one or more proficiency gap groups not meeting performance expectations in reading and mathematics will be considered for inclusion in the focus school category.

A copy of the ESEA Flexibility Waiver submitted by the VDOE, and approved by the USED is located at the following link: www.doe.virginia.gov (this link is a place holder)

Both the VDOE and the LEA should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations.

II. Memorandum of Understanding (MOU) Term

The term of this MOU Agreement is the period within which the responsibilities of this agreement shall be performed. The term commences October 1, 2012 and terminates June 30, 2014.

III. VDOE Responsibilities

The VDOE shall undertake the following activities during the duration of the MOU term:

1. Ensure adherence of the LEA to applicable federal and state laws and regulations and waiver guidelines.
2. Review and approve all documentation evidencing the LEA's performance of requirements as set forth in the ESEA Flexibility Waiver for the Virginia Department of Education (VDOE) as approved by the U.S. Department of Education (USED), and monitor the LEA's compliance with the MOU.
3. Provide training and technical assistance to the LEA on research-based instructional practices, intervention strategies, and improvement planning and processes.
4. Assign an external VDOE contractor to the local educational agency (LEA) for the purpose of building local capacity for supporting each identified focus school.
5. Promptly reimburse allowable expenses according to the terms and conditions set forth in this MOU.
6. Review the LEA's quarterly audit report submitted by the assigned VDOE contractor, and will also ensure that the LEA takes appropriate and timely corrective action related to the audit findings to remain in compliance with the ESEA Flexibility Waiver requirements.

IV. LEA Responsibilities

The LEA shall undertake the following activities during the duration of the MOU term:

1. Allocate 20% of the Title I, Part A set-aside to fund all applicable MOU requirements contained herein including:
 - a. Compensation for the assigned VDOE contractor;

- b. Costs associated with providing each focus school access to the iStation Indicators of Progress (ISIP) online computer adaptive testing system;
 - c. Costs associated with providing each focus school access to the *Virginia Dashboard* for quarterly reporting of data; and
 - d. Costs associated with LEA travel to required VDOE meetings.
- 2. Engage a contractor from the state-approved list to facilitate division strategies to support each focus school. The VDOE contractor will:
 - a. Conduct a needs sensing interview with the division leadership team to gather baseline data to determine the level of support needed from the state educational agency;
 - b. Provide leadership and teacher professional development focused on what evidence to look for when observing classrooms; coaching for literacy and mathematics; effective modeling practices; planning based on classroom observations; research-based intervention practices; and, response to intervention;
 - c. Provide implementation support and coaching throughout the year for principals and teachers.
 - d. Model effective practices and provide guided practice until practices are in place independently of the contractor;
 - e. Provide modeling to principals in providing feedback to teachers, and provide guided practice to principals until the principal is able to exhibit practices independently;
 - f. Build the division's capacity to support low-performing schools and increase student achievement; and
 - g. Meet at least quarterly with Department of Education staff to share common issues across the state and discuss strategies for addressing emerging issues in the field.
- 3. Convene a division leadership team comprised of administrators or other key staff representing Title I, instruction, special education, English language learners, and principals of each focus school.
 - a. Participate in a needs sensing interview conducted by the assigned VDOE contractor;
 - b. Conduct academic review visits of all focus schools rated *Accredited with Warning* using LEA staff and VDOE contractors;
 - c. Use needs sensing interview results to develop, implement, and monitor the division improvement plan using the Center on Innovation and Improvement's Web-based planning tool, Indistar®;
 - d. Assign a division leadership team member to serve on the school improvement team for each focus school;
 - e. Meet with each focus school principal on a quarterly basis to review the quarterly data analysis report, and use the information to modify the division-level improvement plan; and
 - f. Use the Indistar® Web-based planning tool to maintain agendas and minutes from each division leadership team meeting.
- 4. Convene a school leadership team at each focus school comprised of school-level administrators, a member of the division leadership team, and school staff.
 - a. Develop, implement, and monitor the school improvement plan using the Center on Innovation and Improvement's Web-based planning tool, Indistar®.

- b. Prepare and submit a quarterly data analysis report to VDOE using the *Virginia Dashboard*.
 - c. Analyze a variety of data points using reports generated by the *Virginia Dashboard*, and use the information to modify the school-level plan on a quarterly basis.
 - d. Use the Indistar® Web-based planning tool to maintain agendas and minutes from each school leadership team meeting.
5. Implement, monitor, and support an intervention model at the school-level with a focus on students who have failed a Virginia Standards of Learning (SOL) assessment or failed to meet the fall benchmark on the Phonological Awareness and Literacy Screening (PALS).
6. Implement, monitor, and support a sustained, job-embedded professional development program at each focus school based on balanced literacy and mathematics instructional strategies.
7. Implement, monitor, and support instructional supervision of teachers at each focus school which includes classroom observations of the written, taught, and assessed curriculum with feedback from the building principal.
8. Participate in all webinar trainings and meetings as requested by the [VDOE](#).
9. Return this MOU, with the required signatures, within 30 days of its receipt.

V. Special Terms and Conditions

(Note: This section will be completed based on specific needs of individual schools and the division as identified by data analyses and/or the needs sensing interview results)

VI. Funding

1. Funding for the ESEA Flexibility Waiver is a reimbursement program. [VDOE](#) will reimburse 20% of [LEA's](#)

VII. Modification and Termination

1. This agreement may be modified
2. Any and all amendments to this agreement must be made in writing and must be agreed to and executed by the parties before becoming effective.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of [VDOE](#) and [LEA](#) authorized officials. It shall be in force from [October 1, 2012 to September 30, 2014](#). [VDOE](#) and [LEA](#) indicate agreement with this MOU by their signatures.

Signatures and dates

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<i>[Authorized signature from VDOE]</i>	<i>[Authorized signature from LEA]</i>
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[Insert name of VDOE signatory]	[Name of Superintendent] [Name of Local Educational Agency]
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Date	Date